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Collective Bargaining Agreements

12-1-1940

Retail Clerks International Protective Association, Local 1000 (1940)

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Retail Clerks International Protective Association, Local 1000 (1940)

Location

Eldorado, IL

Effective Date

12-1-1940

Expiration Date

12-1-1941

Number of Workers

102

Union

Retail Clerks International Protective Association

Union Local

1000

NAICS

44

Sector

Private

Item ID

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Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

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WORKING AGREEMENT

THIS AGREEMENT, Made by and between the RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION, by it's agent, LOCAL UNION No. 1000, ELDORADO, ILLINOIS, party of the first part, and

Merchant doing business in Eldorado, and within the jurisdiction of Local No. 1000, R. C. I. P. A., party of the second part.

WITNESSETH: That the party of the first part, in consideration of the mutual promises of the parties to this contract, promises and agrees:

1. That it will exercise its influence to advance the interest of the part of the second part as employers of Union Labor, and will enhance the interest of their employers by visiting the various industrial organizations of the city and advising them to patronize said party, and advise the public against purchasing from mail order houses.

2. That it will loan without cost to the party of the second part UNION STORE CARD No.-----, providing it is kept in a conspicuous place, and that the party of the second part shall be resonsible to the amount of One Dollar (\$1.00) for said card in case it is damaged or lost. This card is and shall remain the property of the party of the first part, and must be surrendered by the party of the second part upon demand of the party of the first part, through its Secretary or Business Agent.

The party of the second part on consideration of the mutual promises of the parties to this contract agrees:

1. Parties of the second part agree to retain in their employ only members of Local No. 1000 or those who have obtained a working permit card from Secretary of Local No. 1000 and at such time as they are in need of new help will consult the Secretary of said Local for the first consideration.

2. It is hereby agreed by both parties to this agreement that when a clerk is employed who is not already a member of Local 1000, he or she shall secure a working permit card from the Secretary of Local No. 1000 R. C. I. P. A. before commencing work and shall apply for membership within three days after date of employment, and shall become a member at the end of 30 days. Extra clerks who work more than five days a month and less than half time shall obtain permit card from Local 1000 at \$1.00 per month.

3. The party of the second part agrees not to retain in their employ after being notified by President, Secretary, or Business Agent of Local 1000 R. C. I. P. A., any employee who has not procured said permit card and in every way complied with Section No. One (1) of this agreement.

4. Any individual selling or assisting in direct sale of retail merchandise in a store shall become a member of Local 1000, or if working extra, obtain a permit from the Secretary of Local 1000.

5. In case any holiday falls on Sunday it shall be observed the following day—Monday.

6. No money shall be deducted from any clerk's wages for observance of any holiday.

7. Clerks' hours shall be 8 A. M. to 5 P. M. the first five days of the week and on Saturday from 7 A. M. to 8 P. M.

8. If any clerk is called to military service, he shall retain his seniority at his place of employment and be returned to work at the expiration of said military service. In the event a female clerk is hired in a man's place, she shall receive the same wage scale as a male clerk.

9. Parties of the second part agree that their stores shall close as follows: All day on Sundays, Armistice Day, Thanksgiving Day, Christmas Day, New Year's Day, Decoration Day, Fourth of July and Labor Day.

10. It is hereby further mutually agreed and understood that in the event such stock of merchandise is partly composed of soft drinks, ice creams or in any way that it might be construed to mean a confectionery in connection with other stocks of goods or merhandise, then he or she is in no way exempt from the meaning of the above section and it is binding as to said closing hours as if there were no confectionery in connection, thereby throwing a protection against the keeping open a place for business containing such merchandise as is intended to be kept closed.

11. All stores may remain open for business two nights before Christmas until 8:00 P. M. and the last night at 9 O'clock.

12. All clerks shall have one hour for each meal.

13. The wage scale for male help shall be as follows: Said clerk shall receive a minimum wage of \$14.00 per week; after six months shall receive a minimum wage of \$16.00 per week and after one year shall receive \$18.50 per week. In the event overtime work is necessary, such overtime work shall be paid at the rate of one and one-half times the hourly wage for each individual.

14. The wage scale for female help shall be as follows: Said clerk shall receive a minimum wage of \$12.00 per week; after six months shall receive a minimum wage of \$14.00 per week and after one year shall receive \$16.50 per week. In the event overtime work is necessary, such overtime work shall be paid at the rate of one and one-half times the hourly wage for each individual. That all clerks that have worked more than one year and now receiving \$18.50 rate will be considered for increase above that rate according to their ability and business conditions.

15. It is understood and agreed that clerks will remain in the store to take care of customers in the store at closing time. It is also understood that clerks shall remain to care for stock, not to exceed thirty (30) minutes after closing time.

Working hours for female help will be regulated according to State Law. It is not the intention of either party to this contract to include any provision therein which is contrary to law, either State or Federal. Peak periods shall comply with Illinois State Law.

16. It is understood and mutually agreed that there shall be no reduction in wages during the life of this contract, and it is further agreed that all clerks that have worked for the company one year or more shall receive one week's vacation with pay, according to the scale for a full week.

17. All clerks shall receive their pay once a week in lawful money of the United States.

18. All differences between any merchant and clerk or any other not incorporated in this agreement, shall during the life of this agreement, be referred to a Grievance Committee. Should any grievance arise which would require adjustment of the Grievance Committee and the Merchants, the party with whom the grievance exists must meet with the party of the other part not later than 48 hours after notice of such meeting is given. Committee to be two merchants and two clerks, a fifth to be selected by the four members; such decision shall be final.

19. It is understood and agreed by both parties to this contract that no member of the R. C. I. P. A. shall be discriminated against or denied employment because of his or her activities in matters affecting the R. C. I. P. A. No clerks are permitted to participate in Union activities during working hours.

20. Proprietors of stores who employ union clerks shall be given the use of the Union Store Card of the R. C. I. P. A., provided they recognize, sign and live up to this agreement. Proprietors who employ no clerks, in order to receive and use a Union Store Card, must recognize, sign and live up to this agreement. Stores must close at 5 P. M. during the first five days of the week, and at 8 P. M. on Saturday.

21. Meat markets or grocery stores with meat market in connection shall be considered as a regular retail store.

22. All stores are to be managed by one owner or owners. All other clerks and buyers are to be members of Local 1000.

23. Party of the second part further agrees that should it become necessary to diminish their help by laying off any clerk or number of clerks, the older employed clerk shall have preference of employment over the new ones and the last clerk employed shall be the first laid off, and at no time shall a clerk employed be laid off and a new one employed to take his or her place, and under no circumstances shall a union clerk be laid off and another person be retained or employed. In the event that split time is necessary the merchant agrees to work clerks so that they will make the minimum amount of wage set forth in this contract.

24. This agreement shall expire December 1, 1941, but parties to this agreement may work under the terms and conditions of this agreement for a period of thirty (30) days thereafter, pending signing up an agreement for ensuing year. Thirty (30) days prior to the expiration date of this agreement, either party may notify the other party that they desire to enter into negotiations for a change. Should no such notification be given, this agreement will continue for an additional twelve (12) months. Such notification must be made in writing by either party to the President of the other organization.

25. Party of the second part agrees to forfeit the sum of \$5.00 for the violation on his part of any clause of this agreement and \$10.00 for second violation on his part or any subsequent violation, the same to be paid to Local Union No. 1000, R. C. I. P. A.

26. This agreement shall be in force and effect from this 1st day of December, A. D. 1940, at Eldorado, Illinois.

R. C. I. P. A., LOCAL No. 1000, ELDORADO, ILLINOIS.

By Garland L. Vaughan
President.

By _____
For Mercantile Merchants.

By Jack T. Hall

R 14-41-71
CONFIDENTIAL

U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON

Retail #1000
Eldorado, Ill.
12-1-41

May 15, 1941

Mr. Jack Falk, Sec'y
Retail Clerks Int'l Protective Ass'n, #1000
R. F. D. #2
Eldorado, Illinois

Dear Sir:

For a number of years the Bureau of Labor Statistics has attempted to maintain a file of all union agreements in force throughout the United States. On checking through our files we find we do not have copies of any agreements entered into by your union. We are exceedingly anxious to have your agreements among our records, as well as any supplemental wage rates that have been negotiated. Your cooperation in sending us copies of them, together with the information requested below will be greatly appreciated.

If you have only one copy available and so designate, we shall be glad to make a duplicate and promptly return the original. If you so indicate, we will keep the identity of the agreement confidential, using the material only for general analysis which will not reveal the name of your union.

The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,

A. F. Hinrichs

A. F. Hinrichs

Acting Commissioner of Labor Statistics

Enc.

Name of company or employers' association signing the agreement

All Stores in Eldorado

(If more than one employer, please list on reverse side)

Number of companies covered by agreement

44 Stores

Number of union members working under terms of agreement

50 Members

Number of nonmembers working under terms of agreement

52 members work on Permits

Branch of trade covered

All Retail Merchandise

Date signed

Dec. 15-1940

Date of Expiration

Dec. 1-1941

Do you wish the agreement returned? Yes ☐ No ☒

Kept confidential? Yes ☒ No ☐

Jack Falk Sec'y. L. #1000
(Name of person furnishing information)

R. F. D. #2
(Address)

Eldorado, Ill.

On

#10417

nameth & nupma Groc.
West Side Cash Groc.
Hill Bros. & Groc.
Newton's Groc.
John Seagraves Groc.
Downer Furniture Store
B. F. Davis Groc.
H. Pickering Groc.
Kroger Store # 18
Kroger Store # 49
Selches Place Store for Men
C. S. Young Hardw. Store
Giles & Sons Groc.
Western Auto Supply Co.
Freelburg Dept. Store
Murray Dept. Store
Eldorado Dept. Store
Earl's Shoe Store
Coit Hardware Co.
B & L Furniture Store
Beasley Bros. Groc.
Wheeler's 5 & 10 Store
William Furniture Store
Fashion Shoppe
Mae's Dress Shop.
Feeders Groc.
Burnett's Hardw. & Furniture Store
Robert's Groc.
Robertson Groc.
Dickerson Groc.
Mathai Groc.
Pemberton & Son Groc.
E. H. York Groc.
Carahan Groc.
Ed. Stinson Groc.

Mahony's Groc.
Skellern Groc.
State Street Market
Paul Moor Groc.
Irvin Bager Groc.
Chamberlain's Groc.
Harrison Food Store
Gassway's Groc.
Drapers Store for Men

